

2-751171  
UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK  
X  
ZIM AMERICAN INTEGRATED  
SHIPPING SERVICES, INC.

Judge Hellerstein  
**08 CV 1952**

Plaintiff

- against -

AC EQUIPMENT EXPORT, CORP.

Defendant

CIVIL COMPLAINT  
IN ADMIRALTY

Plaintiff ZIM AMERICAN INTEGRATED SHIPPING SERVICES, INC., by its attorneys, LAW OFFICES OF ALBERT J. MALLONE & ASSOCIATES, as and for its Complaint against defendant AC EQUIPMENT EXPORT, CORP., in personam, in a cause of action civil and maritime, alleges upon information and belief:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure, the Ocean Shipping Reform Act of 1999, 46 U.S.C., App., Section 1701, et seq., and Paragraph 24 of the Bill of Lading.

2. At all times hereinafter mentioned, plaintiff ZIM AMERICAN INTEGRATED SHIPPING SERVICES, INC. was and still is a corporation duly organized and existing under the laws of the State of Delaware with offices and a place of business at 5601 Lake Wright Drive, Norfolk, VA 23502.

3. Upon information and belief and at all times hereinafter mentioned, defendant had and now has the legal status and place of business as set forth in Schedule A.

4. On or about the dates and at the ports of shipment stated in Schedule A, certain goods were delivered to plaintiff to be carried to the ports of destination and at the agreed charges to be paid by defendant pursuant to plaintiff's public tariff.

6. Plaintiff has duly performed all duties and obligations required to be performed by plaintiff.

7. Defendant has failed and refused and continues to fail and to refuse to remit the \$5,935.00 due, although duly demanded.

8. By reason of the foregoing, plaintiff has sustained damages in the amount of \$5,935.00 which, although duly demanded, have not been paid.

WHEREFORE, plaintiff prays:

1. For judgment in the amount of plaintiff's damages, together with interest thereon from the respective dates due, costs, disbursements, and a reasonable attorney's fee.

2. That process in due form of law according to the practice of this Court in cases of admiralty and maritime jurisdiction may issue against the defendant citing it to appear and answer all the singular matters aforesaid.

3. That plaintiff have such other and further relief in the premises as in law and justice it may be entitled to receive.

Dated: New York, New York  
February 26, 2008

LAW OFFICES OF  
ALBERT J. AVALLONE & ASSOCIATES

By \_\_\_\_\_

  
Albert J. Avallone - AA1679  
Attorneys for Plaintiff  
ZIM AMERICAN INTEGRATED  
SHIPPING SERVICES, INC  
551 Fifth Avenue, Suite 1625  
New York, NY 10176  
(212) 696-1760

SCHEDULE A

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I. Defendant's status & address:

A. Upon information and belief and at all times hereinafter mentioned, defendant AC EQUIPMENT EXPORT, CORP. was and still is a corporation organized and existing under the laws of the State of Florida, with offices and a place of business at 7796 N.W. 71st St., Miami, FL 33166, with an agent for service of process, Angelica Boscan, Vice President and Director, at the corporate address.

II. Particulars:

1. Bill of Lading No. ZIMUORF215232, dated August 22, 2007, from Indianapolis to Maracaibo via New York on the Vessel ZIM MEDITERRANEAN, one (1) forty-foot Hi-Cube SAID TO CONTAIN: USED APPLIANCES, at the applicable tariff and/or Service Contract rate of \$2,963.00 (Exhibit A).

Amount Paid: \$0                          Amount Due: \$2,963.00

2. Bill of Lading No. ZIMUORF218525, dated August 29, 2007, from Indianapolis to Maracaibo via New York on the Vessel ZIM CALIFORNIA, one (1) forty-foot Hi-Cube SAID TO CONTAIN: USED APPLIANCES, at the applicable tariff and/or Service Contract rate of \$2,973.00 (Exhibit B).

Amount Paid: \$0                          Amount Due: \$2,973.00

III. Total Amount Due: \$5,936.00



PENTEX UNITED PLATE & ARCHIVES  
EQUIPMENT EXCHANGE CORP.  
8 N.W. 71ST STREET  
MI., FL 33166-2346

BOOKED BY: ORF#25889  
FILE NUMBER: TC#430-07

SHIPPER'S ADDRESS:  
AIR CONDITION IMPORT EXPORT  
ESUELA C.R. AV. CIRCUNVALACION #1,  
RIO MARIN CONCEPCION PALACIO, AVE.  
NO. 102-34 MARACAIBO, ZULIA,  
ZULIA  
BY RECOMMENDED AIR MAIL TO ORDER  
BY NAME & ADDRESS  
A. LISBETH OCANDO MORALES  
611 785-3147

FORWARDING ADDRESS: F.M.C. No.  
ALONSO SHIPPING COMPANY  
7855 NW 12TH STREET, #215  
MIAMI, FL 33125

PORT AND COUNTRY OF SHIPMENT FOR DOCUMENTS REFERENCE ONLY

MANUFACTURER DECLARED OVERHEAD:

ORIGINATING PORT: CALIFORNIA 20/W  
DESTINATING PORT: INDIANAPOLIS  
PROGRESS: PORT OF LOADING -  
C 15/B NEW YORK  
CONTRACTOR: CIVIL DISTRIBUTION  
ACATBO

\* SERVICE CONTRACT NO. 8400-06-388\*

FURTHER DETAILS IN ASSOCIATE'S BILL OF LADING AND INVOICING

PARTICULARS AS FURNISHED BY SHIPPER:

ITEM & ITEM IDENT. NO.	DESCRIPTION OF GOODS	WEIGHT	MEASUREMENT
# 107	240 GL DRY CONTAINER S.T.C. ONE LOT OF USED APPLIANCES, N.O.S., 102 PIECES UN LOTE DE ELECTRODOMESTICOS, NOS SHIPPER'S LOAD, WEIGHT AND COUNT USD\$2500 IN VALUE, THEREFORE NO S.S.D. IS REQUIRED UNDER SECTION NO. 30-953	1975KG 10920LB	

# EXHIBIT "B"

COMMODITIES, TRIMMING OR CONTAMINANTS WERE REPORTED FROM THE UNITED STATES OF AMERICA IN ACCORDANCE WITH THE REPORT  
SHIPPERS DECLARATION, OTHERWISE CONTRARY TO U.S. LAW PROHIBITED.

ITEM PREPAID	DETAILS	TOTAL			
		FREIGHT	UNIT	2550.00	2550.00
	S/I FEES	1	35.00	35.00	DL
	BUNKER/FUEL	UNIT	250.00	250.00	DL
	INTERNATIONAL	UNIT	6.00	6.00	DL
	INTERMODAL	UNIT	132.00	132.00	DL
	AD VALOREM FREIGHT				

SHIPPERS DECLARED VALUE OF GOODS:	\$US 2973.00
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NOTWITHSTANDING THE FOREGOING, Carrier's "average" limitation of liability shall not apply and no recoverable freight will be

allowed (See Clause 20).

NOTWITHSTANDING THE FOREGOING, carrier's liability for damage to or loss of goods in transit, including damage to containers, shall not exceed \$100 per kilogram or \$100 per cubic meter, whichever is greater, provided, however, that such liability is limited to the value of the goods at the time of loading, or if the goods are damaged or destroyed after loading, to the value of the goods at the time of loading, plus 10% of the value of the goods at the time of loading, whichever is greater.

Freight, insurance, taxes, duties, custom brokerage and similar expenses are to be borne by the Consignee, insurance, insurance premium, taxes, duties, custom brokerage and similar expenses are to be borne by the Consignor, unless otherwise agreed by the Consignor and Consignee. In computing the fee for bearing the insurance required, freight and general average to be borne by the Consignee, insurance, insurance premium, taxes, duties, custom brokerage and similar expenses are to be borne by the Consignor, unless otherwise agreed by the Consignor and Consignee. Freight, insurance, taxes, duties, custom brokerage and similar expenses are to be borne by the Consignee, unless otherwise agreed by the Consignor and Consignee.

The Merchant's attention is drawn to the fact that the terms of the Bill of Lading are contained on pages two through four and include limitations of liability in respect of loss or damage of the goods and policy. The package settlement mentioned in Clauses 20 and 21 will be applicable in the event that consignor and consignee request damages caused by the Merchant prior to loading and Ad Valorem Freight is paid or payable for goods carried in containers as named in accordance with and subject to Carrier's container tally section (see Cl. 1 contract) and Carrier's Container Rates and Tariffs (see Clauses 10, 11, 12 & 19 contract).

NOTE:

ATTACHED COPY

IN NOTWITHSTANDING THE FOREGOING, Carrier's "average" limitation of liability shall not apply and no recoverable freight will be allowed (See Clause 20).

FREIGHT PAYABLE AT: 10% OF ORDER QUANTITY  
NORFOLK 3

PLACE AND DATE OF ISSUE:

NORFOLK, VA 08/27/2007

XIM Americas

Integrated Shipping Services  
An Agent for Xim Integrated Shipping Services Ltd.  
As Consignee